

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

AVI AVRAHAM ZINGER and AMERICAN  
QUALITY PRODUCTS LTD.,

Plaintiffs,

-against-

BEN & JERRY'S HOMEMADE, INC.,  
UNILEVER UNITED STATES, INC. and  
CONOPCO, INC.,

Defendants.

**Civ. No: 2:22-cv-01154-ES-JBC**

**Hon. Esther Salas**

STIPULATION AND ORDER  
REGARDING STAY OF  
PROCEEDINGS

Plaintiffs Avi Avraham Zinger ("Zinger") and American Quality Products, Ltd. ("AQP", together with Zinger, "Plaintiffs"), and Defendants Ben & Jerry's Homemade, Inc. ("B&J"), Unilever United States, Inc. ("UNUS") and Conopco, Inc. ("Conopco", together with B&J and UNUS, "Defendants", and together with Plaintiffs, the "Parties"), by and through their undersigned counsel, hereby stipulate and agree as follows:

WHEREAS, on March 3, 2022, Plaintiffs filed a Complaint for Injunctive Relief, Declaratory Relief and Damages (the "Complaint"; Dkt. 1) in the United States District Court for the District of New Jersey against Defendants (the "Action");

WHEREAS, the Complaint includes the following four claims, each of which is asserted against each Defendant: (i) AQP's claim for breach of contract; (ii) AQP's claim for wrongful termination; (iii) AQP's claim for breach of the implied covenant of good faith and fair dealing; and (iv) Zinger's claim for false light invasion of privacy;

WHEREAS, on March 11, 2022, AQP filed a Motion for Preliminary Injunctive Relief (the "Motion for Preliminary Injunction"; Dkt. 4); on March 29, 2022, Defendants filed a brief in opposition to the Motion for Preliminary Injunction (Dkt. 39); and on April 5, 2022, AQP filed a reply brief in support of the Motion for Preliminary Injunction (Dkt. 40);

WHEREAS, on May 2, 2022, Defendants filed a Motion to Dismiss the Action (the “Motion to Dismiss”; Dkt. 41);

WHEREAS, on May 23, 2022, Plaintiffs filed a brief in opposition to the Motion to Dismiss, as well as a Cross-Motion for a Stay (the “Cross-Motion to Stay”; Dkt. 44); and

WHEREAS, the Motion for Preliminary Injunction, Motion to Dismiss and Cross-Motion to Stay are pending before this Court;

NOW THEREFORE, the Parties stipulate to the following:

1. The Parties agree to an immediate stay of all proceedings in the Action in favor of arbitration proceedings as set forth more fully herein (the “Stay”), except that the Parties agree the Stay shall not apply to the pending Motion for Preliminary Injunction or any appeals therefrom, and the Court shall retain jurisdiction to decide the Motion for Preliminary Injunction.
2. The Parties agree to arbitrate in the City of New York all claims in the Complaint in accordance with the procedures laid out in Sections 32.1-32.5 of the License Agreement annexed as Exhibit A to the Complaint (the “Arbitration”).
  - a. For the avoidance of doubt, notwithstanding the final sentence of Section 32.4 of the License Agreement, which states that “[a]ny arbitration proceeding shall be limited to controversies between Ben & Jerry’s and Licensee, and shall not be expanded to include any other parties,” the Parties consent to include in the Arbitration the claims in the Complaint involving Zinger, Conopco and UNUS.
  - b. Nothing in this stipulation shall constitute a waiver by Zinger, Conopco or UNUS of any argument that Zinger, Conopco or UNUS is not a party to, nor bound in any way by, the License Agreement.

3. The Arbitration shall not begin until after the final determination of the Motion for Preliminary Injunction. The Stay shall remain in place until the date of a final judgment or other disposition of the Arbitration.
4. Notwithstanding the Stay, the Parties agree that the Court will retain jurisdiction to hear and decide judicially reviewable issues that may arise during the Arbitration. Except as expressly provided herein, the Parties reserve all rights, including the right to challenge whether any matter, including any matter related to the Arbitration, is appropriately before the Court.

DATED: June 7, 2022

**GREENBERG DAUBER EPSTEIN &  
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s/ Edward J. Dauber

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**IT IS SO ORDERED. The Clerk of Court shall administratively terminate Docket Entry Number 41.**

Dated: June 9, 2022

  
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HON. ESTHER SALAS  
UNITED STATES DISTRICT JUDGE